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 ZOETOP BUSINESS CO., LIMITED

**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA**

AIRWAIR INTERNATIONAL LTD., a  
 company of the United Kingdom,

Plaintiff,

vs.

ZOETOP BUSINESS CO., LIMITED d/b/a  
 SHEIN and ROMWE, a Hong Kong  
 corporation, and DOES 1-50,

Defendants,

AND RELATED COUNTER-CLAIMS.

Case No. 3:20-cv-07696-SI

**STIPULATION FOR DISMISSAL;  
 [PROPOSED] ORDER**

Date Action Filed: November 2, 2020

Pursuant to Federal Rule of Civil Procedure 41(a)(1) and the terms of the Parties' Settlement Agreement, Plaintiff and Counterclaim-Defendant AirWair International Ltd. ("AirWair") and Defendant and Counterclaimant Zoetop Business Co., Limited ("Zoetop" and collectively with AirWair, the "Parties"), by and through undersigned counsel, hereby stipulate that this action and all claims, counterclaims, and defenses asserted by either Party, be dismissed with prejudice, with each Party bearing its own attorneys' fees, costs, and expenses. The Parties also request that the Court retain jurisdiction for enforcement, if necessary, of the Settlement Agreement. Finally, the Parties respectfully request that the Court vacate all pending hearings.

Respectfully submitted,

Dated: February 24, 2022

**BRYAN CAVE LEIGHTON PAISNER LLP**

By: /s/ K. Lee Marshall

K. Lee Marshall

Attorneys for Plaintiff and Counterclaim-Defendant  
AIRWAIR INTERNATIONAL LTD.

Dated: February 24, 2022

**GREENBERG TRAURIG, LLP**

By: /s/ Nina D. Boyajian

Nina D. Boyajian

Attorneys for Defendant and Counterclaimant  
ZOETOP BUSINESS CO. LTD.

**[PROPOSED] ORDER**

Upon the stipulation of the Parties, and good cause appearing, IT IS HEREBY  
ORDERED:

1. This action is dismissed with prejudice as to all Parties, with each Party bearing its  
own attorneys' fees, costs, and expenses;

2. This Court will retain jurisdiction for enforcement, if necessary, of the Settlement  
Agreement.

IT IS SO ORDERED.

\_\_\_\_\_, 2022

\_\_\_\_\_  
Honorable Susan Illston  
United States District Court  
Northern District of California.